

July 2014

**IOWA DEPARTMENT OF TRANSPORTATION
Predesign Agreement
For Primary Road Project**

County	Story
Project No.	NHSX-030-5(258)--3H-85 NHSX-030-5(260)--3H-85
Iowa DOT Agreement No.	2020-P-019
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Story County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 30 within Story County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Construction of a new interchange on U.S. 30 at 580th Avenue, closure of adjacent side road connections and entrances from I-35 to west of 590th Avenue, and reconstruction of county side roads and new construction of county frontage roads.

- b. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT, see Exhibit A:
- i. 580th Avenue will be realigned from approximately 3400 feet south of U.S. 30 to approximately 3500 feet north of U.S. 30. A 24-foot wide paved roadway with 10-foot granular shoulders will be constructed. The old 580th Avenue roadbed south of U.S. 30 will be obliterated. The old 580th Avenue roadbed north of U.S. 30 will be obliterated at the U.S. 30 intersection up to the first entrance and from 1995 feet north to 3500 feet north of U.S. 30. The old roadbed north of U.S. 30 left in place will be used as frontage roads for multiple entrances.
 - ii. 590th Avenue will be reconstructed a distance of 430 feet starting 890 feet north of US 30. A 24-foot wide paved roadway with 8-foot granular shoulder will be constructed.
 - iii. 241st Street will be reconstructed a distance of 688 feet beginning 688 feet west of Sand Hill Trail east 688 feet. 241st Street will also be extended 4,552 feet south of U.S. 30 and proposed ramp B to 580th Street. The new and reconstructed roadway shall include a 24-foot wide paved roadway with 8-foot granular shoulders. The LPA will take ownership of the additional 672 feet of the existing 241st Street roadway directly west of the new reconstruction.

- iv. Sand Hill Trail will be reconstructed a distance of 90 feet south of 241st Street. A 32-foot wide roadway with 26-foot wide granular surfacing will be reconstructed, which is already under LPA jurisdiction.
- v. A frontage road will be constructed a distance of 9880 feet running west to east connecting the existing road to Cornerstone Church east to 590th Avenue just north of Vetter Equipment Company. A 24-foot wide paved roadway with 8-foot granular shoulders will be constructed. The roadway will widen out to 36 feet wide for a 400-foot left turn bay on the west leg of the Frontage Road and 580th Avenue intersection for the eastbound to northbound turning movement.
- c. A future Preconstruction Agreement will be negotiated between the DOT and LPA to further define project responsibilities, costs, and payment schedules for work to be completed during the construction phase of the project.

2. Traffic Control

- a. U.S. 30 through-traffic will be maintained during the construction.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).
- d. If this project causes the permanent closure of LPA road connections or the obliteration or subsequent vacation of LPA roads, the LPA in accordance with Iowa Code sections 306.10 through 306.17 will hold a public hearing for the permanent closure(s). The hearing proceedings will be conducted by the LPA who will also be responsible for payment of claims for any and all damages (if any) resulting from the road closure, all at no expense or obligation to the DOT. The DOT will furnish and install the required road closure barricades at project cost. Upon completion of construction, the LPA agrees to accept ownership of said barricades along with responsibility for future maintenance operations associated therewith all at no additional expense or obligation to the DOT.

3. Right of Way and Permits

- a. In connection with this project any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in

real estate needed by the DOT for the DOT.

- b. Access rights may be acquired by the DOT along all public road intersections within the project limits. Access rights, if acquired, will be in the name of the State of Iowa. The acquisition of access rights will be in accordance with 761 Iowa Administrative Code Chapter 112 and the DOT Access Management Policy. If access rights are required, the LPA shall not permit any third party to use the controlled portion of the side road without the prior written consent from the DOT. If the LPA feels that it is in the best interest of the parties involved to modify the access rights in any way, they may petition the DOT District 1 Engineer to do so.

4. Construction & Maintenance

- a. A future Preconstruction Agreement will be negotiated between the DOT and LPA to further define project responsibilities and cost sharing.
- b. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- c. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 2.110.

5. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2020-P-019 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF STORY COUNTY:

By: _____ Date _____, 20____.
Chairperson


ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Tony J. Gustafson
Assistant District Engineer
District 1

Recommended for approval by:

 3-31-20

Darren R. Moon, P.E. Date